

**AIR FORCE RESERVE OFFICER TRAINING CORPS (AFROTC) CONTRACT**

**PRIVACY ACT STATEMENT**

AUTHORITY: 5 USC 8140, 10 USC Sections 2005 and 2103-2110; and 50 App USC 456.

**PRINCIPAL PURPOSES:** Documents your contract with the Air Force, specifies your contractual obligations and establishes your membership in AFROTC. Used by AFROTC to document your established commissioning date and your agreement to accept a commission, if tendered, and serve a specified period of time. The form becomes a permanent part of your master personnel record.

ROUTINE USE: None.

DISCLOSURE IS VOLUNTARY: Failure to complete this contract may result in denial of acceptance into the AFROTC program.

**EXPLANATION TO THE CADET**

Please read this explanation carefully. It is not a part of the contract that follows. If you want to enter into the contract that follows, you must read and understand all of its terms and conditions. If you decide to accept these terms and conditions, you will sign the contract. You will also be administered an oath of enlistment and you will sign the Enlistment/Reenlistment Document, Armed Forces of the United States (*Department of Defense Form 4/1 through 4/2*). If you are a minor, a parent or guardian must also sign this document. You will receive a copy of each document. Keep the copies of the documents with your important papers.

**CONTRACT**

STUDENT'S NAME: *(Last, First, MI):*

Doe, John

NAME AND ADDRESS OF INSTITUTION:

DATE OF BIRTH:

**ACADEMIC MAJOR IN WHICH DEGREE IS TO BE ATTAINED:**

FISCAL YEAR COMMISSION IS TO BE ADMINISTERED:

SCHOLARSHIP PROGRAM *(10 USC SECTION 2107):*

PROFESSIONAL OFFICER COURSE (POC)*(10 USC SECTION 2104):*

TYPE OF SCHOLARSHIP:

LENGTH OF SCHOLARSHIP:

TYPE OF ENLISTED COMMISSIONING PROGRAM (IF APPLICABLE)(Additional requirements in AF Instructions governing such programs apply)

TYPE OF COMMISSION *(1, see instruction below):*

CATEGORY *(2, see instruction below):*

**ENLISTMENT PAY GRADE/RANK:**

**INSTRUCTIONS**

- For line officers, enter "Line." For health professions candidates, enter "Medical[ *(Nurse Corps), (Physical Therapy), (Dental), (Occupational Therapy), (Pharmacy), (Physician Assistant)*]", or other, as applicable). For judge advocate selectees, enter "Law".
- Enter "pilot," "remotely piloted aircraft operator," "navigator," "air battle manager," "law," approved health profession *(i.e., "nurse," "pharmacy," etc)* or "officer candidate," as applicable.

**IMPORTANT**

I UNDERSTAND THAT THE AGREEMENTS MADE IN THIS FORM *(AF IMT 1056)* AND THE DD FORM 4/1 THROUGH 4/2 ARE ALL THE PROMISES MADE TO ME BY THE GOVERNMENT AND CONSTITUTE THE ENTIRE AGREEMENT. **ANYTHING ELSE ANYONE HAS PROMISED ME IS NOT VALID AND WILL NOT BE HONORED, UNLESS THOSE ADDITIONAL TERMS OR REVISIONS TO THIS CONTRACT ARE MADE IN WRITING AND AGREED TO BY ME AND AN AGENT OF THE AIR FORCE WITH THE AUTHORITY TO BIND THE AIR FORCE TO THOSE ADDITIONAL TERMS.**

John Doe

This agreement is entered into between the Department of the Air Force and \_\_\_\_\_

hereinafter referred to as the cadet *(with the consent of the parent or guardian of a minor, as defined by the laws of the state wherein the cadet is or will be enrolled)* pursuant to the provisions of 10 United States Code, Sections 2104 or 2107, as implemented by DOD instructions and directives and Air Force instructions. In consideration of the mutual benefits that will accrue to the parties hereto by reason of participation in the Air Force Reserve Officer Training Corps, the parties agree as follows:

**PART I - AGREEMENT OF CADET**

1. I will enter into and continue military training as an AFROTC cadet under 10 U.S.C. section 2104 and/or section 2107, as applicable, unless relieved of this obligation under the provisions of instructions prescribed by the Secretary of the Air Force.

a. I agree to and understand that I may be directed to provide a random urinalysis sample for drug screening purposes. Failure to consent to testing or positive test findings will result in disenrollment from AFROTC and recoupment of all scholarship monies received.

2. I will remain a full time student as defined by the academic institution listed above, pursue the degree indicated above at the academic institution listed above, pass the Air Force Officer Qualifying Test *(AFOQT)*, and complete all AFROTC courses *(or have the courses accredited by the Professor of Aerospace Studies (PAS))* training, *(including, but not limited to, field training pursuant to 10 USC 2104 (b)(6))*, and leadership laboratory requirements mandated by Air Force instructional guidance, so that I can graduate and be commissioned in the fiscal year indicated above. Any changes to these requirements must be approved in writing by the PAS at the academic institution listed above before any change is made. Making such changes prior to PAS approval may result in termination, inactivation, or suspension of financial assistance paid for my education by the Air Force *(if applicable)* or disenrollment from the AFROTC program and a call *(or recall)* to active duty for the maximum duration permitted by law or recoupment of monies expended on my education to the maximum extent permitted by law. If I am disenrolled, the decision to call *(or recall)* me to active duty, pursue recoupment of monies expended on my education, or release me from my obligations under this contract is within the sole discretion of the Commander, HQ AFROTC *(or designee)*.

3. If I am contracting to pursue a degree, but have not yet been accepted into that degree program or particular school of study by the academic institution listed above (e.g., the university's school of engineering or school of nursing), I agree to faithfully pursue that degree by enrolling in classes required to attain that degree. If I am not accepted into that specific degree program or school within the listed academic institution's prescribed period for acceptance into such field of study or school, any financial assistance the Air Force has agreed to pay pursuant to 10 USC 2107 will be withdrawn and I may be subject to disenrollment from the AFROTC program. If, at the discretion of the Air Force, I am not disenrolled, I will not be relieved of my obligations under this contract.

4. I understand that the Secretary of the Air Force (or designee), may at any time release me without notice from obligations under this contract and separate me from the program without further benefits thereunder if, in the opinion of the Secretary of the Air Force (or designee), the best interests of the United States require such action.

5. If I am permitted to, and do, transfer to another academic institution, the provisions of this contract will remain in effect if I transfer to another institution at which an Air Force Reserve Officer Training Corps program is offered. I understand that transfer to an institution that does not offer AFROTC does not relieve me from the obligation specified in this contract.

6. If I am already a member of any military component, I will accept discharge for the convenience of the Government and will reenlist in the United States Air Force Reserve (USAFR) for the required period.

7. **Acceptance of Appointment** - I will accept an appointment as a commissioned officer in the United States Air Force upon completion of AFROTC commissioning requirements, if offered such an appointment by the Air Force. Such an offer is not guaranteed, but is contingent upon a favorable National Agency Check and/or other background inquiry; continued medical, academic, moral, and military qualification, as prescribed by law and Air Force instructional guidance; completion of all other AFROTC commissioning requirements; and the needs of the Air Force. I understand that selection as a member of the Professional Officer Course (POC) or payment of financial assistance by the Air Force pursuant to 10 USC 2107 does not bind the United States Air Force to permit my continuation as a cadet or to tender an appointment as a commissioned officer.

8. **Basic Military Service Obligation/Active Duty Service Commitment**

a. Enlistment/Basic Military Service Obligation (MSO) - As a prerequisite for membership in the AFROTC program, I will enlist in the USAFR, incurring a basic MSO of eight (8) years from the date of my enlistment, during which time I will be assigned to the Obligated Reserve Section of the Individual Ready Reserve.

b. Active Duty Service Commitment (ADSC) Upon Receipt of Appointment - Upon receiving my appointment as a commissioned officer, I will incur a four (4) year ADSC from the date I enter onto active duty, unless I am accepted into an Air Force program (such as Undergraduate Pilot or Combat Systems Officer Training, the Health Professions Program, or any other similar program) requiring additional ADSC, in which case my ADSC will be extended as permitted by law and Air Force instructional guidance. This ADSC will run concurrently with my MSO, discussed above. I further understand that, if I complete the commissioning requirements through AFROTC but refuse to accept a commission, I will be subject to a call to active duty in an enlisted status for the maximum period permitted by law.

c. If the Air Force does not require fulfillment of my ADSC, and, in lieu thereof, I am ordered to active duty for training for a period less than my ADSC, I will remain a member of a Reserve or Air National Guard component until the eighth anniversary of my enlistment.

d. I understand that only the Secretary of the Air Force (or designee) may excuse me from my obligation to serve on active duty for the period specified in this contract.

e. I understand that, if I am accepted for resident graduate or professional study prior to commissioning, the Air Force may delay the start of my ADSC, based on Air Force requirements.

f. I understand that if my ADSC expires in time of war or national emergency, I may be involuntarily retained on active duty.

g. I understand that the actual date of entry on extended active duty will be determined by the Air Force based on Air Force requirements and may involve a delay of up to twelve (12) months from the date of commissioning.

9. **Nature of Military Duties/Location of Duties** - I understand that extended active duty may involve worldwide assignment or assignment to duties including, but not limited to, those involving combat or nuclear weapons. Acceptance of the terms of this agreement signifies my readiness to bear arms, to engage in or support combat operations, and to engage in or support the use of nuclear weapons. A failure to complete the program or to accept a commission because duty may involve any of the above will constitute breach of contract.

10. **Basis for Disenrollment/Result of Disenrollment** - Unless otherwise indicated in a specific subparagraph to this paragraph, disenrollment from AFROTC for failure to meet any of the below-listed standards may subject me to a call (or recall) to active duty in enlisted status for the maximum duration permitted by law or to recoupment by the Air Force of funds expended on my education to the maximum extent permitted by law. In the event of my disenrollment, the decision to call (or recall) me to active duty in my enlisted grade, pursue recoupment, or release me from my obligations under this contract is within the sole discretion of the Secretary of the Air Force (or designee). Further, disenrollment from the AFROTC may jeopardize any future opportunity I may have to obtain a commission in any United States Armed Forces.

a. Requirement to Meet Military, Academic, and Medical Retention Standards - I understand that in order to remain in the AFROTC program, I must meet or exceed all military, academic, and medical retention standards prescribed by law and Air Force instructions. Failure to meet applicable retention standards may result in my disenrollment from the AFROTC program.

b. Breach or Anticipatory Breach of Contract - I understand that if I breach, or act in a manner that demonstrates an intent to breach, as defined by Air Force instructions, this contract, I will be subject to disenrollment from the AFROTC program.

c. Demonstrated Indifference to Military Training or Environment - I understand that if I act in a manner that demonstrates an indifference to military training or apathy toward the military environment, I will be subject to disenrollment from the AFROTC program.

d. Conscientious Objector Status - If at any time I apply for conscientious objector status, I am not relieved of any obligations under this contract, regardless of the final determination on my application. I specifically understand and agree that if my application for conscientious objector status is approved, I will be required to repay all educational expenses expended on my behalf to maximum extent permitted by law.

e. I understand that I must compete favorably with applicants for a POC Enrollment Allocation. Failure to do so will result in disenrollment and the consequences thereof.

f. Unsatisfactory Completion of Field Training - I understand and agree that failing to achieve a satisfactory or higher rating during my field training encampment may result in my disenrollment from the AFROTC program.

11. **Specialized Categories** - I understand and agree that, while I may be currently designated for commission in a specialized category, as indicated above, specific career field choices and corps specialty designations cannot be guaranteed and will be made according to the needs of the Air Force no earlier than twelve (12) months before commissioning (*rated categories are the exception and may be made more than twelve (12) months prior to commissioning*).

I further understand that, if I am categorized into a specialty that requires physical/medical qualifications above and beyond normal line officer commissioning requirements (e.g., a pilot, navigator or missile candidate) and I become physically/medically disqualified for the category in which I am enrolled, the Secretary of the Air Force retains the right to assign me to a different category, based on the needs of the Air Force.

a. **Health Professions Candidates** - This category includes, but is not limited to, cadets pursuing pre-health related career fields, nurse corps designees, pharmacy designees, and physician assistant designees.

1) **Satisfying Professional Prerequisites to Practice/Result of Failure to Satisfy Such Requirements** -

a) I understand that I may be commissioned into the specific health profession corps I am designated to enter upon completion of degree and other commissioning requirements but prior to satisfying any licensing, testing, or board certification requirements for practice in that profession.

b) I understand that I am eligible for accession to extended active duty (EAD) immediately following initial licensing, testing, or board certification requirements for practice in that profession and that there will be no waiting for results before assignment coordination with the Air Force Personnel Center.

c) I understand that, should I fail the licensing, testing, or board certification requirements for practice in my designated profession, I will be required, if on active duty, to retest at the next offering of the professional certification process at no expense to the government.

d) I understand that, if I am to receive financial assistance pursuant to 10 USC 2107 and I enter active duty in my designated health profession specialty before evidence of licensure or certification and twice fail the licensing, testing, or board certification requirements for practice in that profession, or if I fail to pursue retake of such professional certification process during the next available offering of the same (*and at no expense to the government*), I will, subject to the needs of the Air Force, revert to a line officer and serve on EAD as a line officer for the period specified in paragraph 8.b. above.

e) I understand that, if I do not receive financial assistance pursuant to 10 USC 2107 and I twice fail the licensing, testing, or board certification requirements for practice in that profession, or if I fail to pursue retake of such professional certification process during the next available offering of the same (*and at no expense to the government*), I will be afforded the option of requesting reversion to a line officer in lieu of mandatory discharge and, if approved, based on the needs of the Air Force, will serve on EAD as a line officer for the period of time specified in paragraph 8.b. above.

2) **Members of the Pre-Health Professions Scholarship (HPS) Program** - I will apply and gain acceptance to an appropriate Health Professions School approved by the Air Force Surgeon General. If I gain acceptance to an approved Health Professions School before completing AFROTC, I will be guaranteed an HPS. Cadets accepted into a Health Professions School must complete degree and commissioning standards prior to enrollment into an Air Force HPS. Cadets accepted into an Air Force HPS Program will retain the ADSC set forth in paragraph 8.b. above. This commitment will run consecutive with (*that is, must be served in addition to*) any commitment incurred for the HPS Program. In this case, transfer and reappointment to the Medical Service Corps will be effective upon enrollment in a Health Professions School. If I complete the AFROTC program and am commissioned before acceptance to a Health Professions School, I will be called to extended active duty as a Line of the Air Force Reserve officer and must apply for and compete for the Armed Forces HPS Program.

3) **Educational Delay for Pursuit of Advanced Degree or Training in Health Profession (other than pre-HPS members)** - I understand that if, pursuant to Air Force instructional guidance, I apply for and am granted a delay to my projected date of entry onto active duty to pursue an advanced degree or training in a health profession, my ADSC will not start until I actually enter active duty.

4) **Additional ADSC Resulting from Award of HPS (other than pre-HPS members)** - If I apply for and am accepted into the HPS Program, I will incur an additional ADSC as a result of participation in that program. I understand and agree that any such ADSC will run consecutively with (*that is, must be served in addition to*) my basic ADSC set forth in paragraph 8.b. above. Periods of attendance at civilian training programs or schools will not count toward fulfilling my ADSC.

b. **Rated Candidates**

1) **Prerequisites to Active Duty Formal Rated Training** - I will participate in and faithfully pursue to completion any required course of orientation screening and training leading to an aeronautical rating in the United States Air Force. I understand that failure to complete such course may result in my removal from consideration for aeronautical rating training, but that such removal will not relieve me from my ADSC (as set forth in paragraph 8.b above).

2) **Active Duty Service Commitment (ADSC) Resulting from Pilot Training** - If I am a Pilot candidate, I agree to accept orders to Undergraduate Pilot Training (UPT) if offered such by the Air Force. At the successful completion of the requirements for an aeronautical rating, I will incur an ADSC of ten (10) years from date of award of the rating. I understand that this ADSC will run concurrently with any remaining portion of my ADSC I incurred as a result of receiving my initial appointment as a commissioned officer (as set forth in paragraph 8.b above).

3) **Active Duty Service Commitment (ADSC) Resulting from Remotely Piloted Aircraft (RPA) Training** - If I am a RPA candidate, I agree to accept orders to RPA Undergraduate Training, if offered such by the Air Force. At the successful completion of the requirements for an aeronautical rating, I will incur an ADSC of six (6) years from the date of award of the rating. I understand that this ADSC will run concurrently with any remaining portion of my ADSC I incurred as a result of receiving my initial appointment as a commissioned officer (as set forth in paragraph 8.b above).

4) **Active Duty Service Commitment (ADSC) Resulting from Combat Systems Officer (CSO) Training** - If I am a Combat Systems Officer (CSO) candidate, I agree to accept orders to Undergraduate CSO Training, if offered such by the Air Force. At the successful completion of the requirements for aeronautical rating, I will incur an ADSC of six (6) years from the date of award of the rating. I understand that this ADSC will run concurrently with any remaining portion of my ADSC I incurred as a result of receiving my initial appointment as a commissioned officer (as set forth in paragraph 8.b above).

4) Active Duty Service Commitment (ADSC) Resulting from Air Battle Manager (ABM) Training - If I am an ABM candidate, I agree to accept orders to Air Battle Manager Undergraduate Training, if offered such by the Air Force. At the successful completion of the requirements for an aeronautical rating, I will incur an ADSC of six (6) years from the date of award of the rating. I understand that this ADSC will run concurrently with any remaining portion of my ADSC I incurred as a result of receiving my initial appointment as a commissioned officer (as set forth in paragraph 8.b above).

5) Result of removal from UPT, UNT, or ABM Training - If I am removed from UPT, UNT, or ABM training, for whatever reason, I understand that I will not be relieved of my ADSC, as set forth in paragraph 8.b. above. I understand and agree that I will serve that ADSC in a non-rated position, as the needs of the Air Force dictate. In addition, I will incur an ADSC for elimination from training in accordance with Air Force instructions. Per Air Force Instructions, I may be subject to involuntary separation and subject to prorated reimbursement of monies expended on my education.

**c. Graduate Law Program (GLP) Candidates**

1) If I am selected for the GLP, I agree to satisfactorily completing the program. I understand that to complete the GLP satisfactorily, I must:

(a) Receive a Juris Doctor or comparable degree from a law school at an American Bar Association (ABA) accredited institution on or before the commissioning date indicated above; (b) Be admitted to practice before the highest court of a state or a federal court as soon as eligible but not later than the first date on which admission is possible after the second bar examination given subsequent to graduation. (I will be allowed to take the immediate next bar examination in the same jurisdiction where the first bar examination is taken in the event I do not pass the first bar examination following receipt of my Juris Doctor or comparable degree).

2) If I am selected for the GLP, I understand and agree that failure to receive a Juris Doctor or comparable degree as indicated in the preceding paragraph prior to my commissioning date set forth above may result in call to extended active duty (EAD) in the Air Force in a career field other than the Judge Advocate General Department and as a second lieutenant. A career field will be assigned according to the needs of the Air Force. In that event, my ADSC will be as set forth in paragraph 8.b. above.

3) Subject to paragraph 11.c.4, below, if I successfully complete the GLP, I will be assigned as a Judge Advocate (JA) and called to EAD in the JA career field. My grade will be determined by the laws and regulations in effect at the time of call to EAD.

4) If I successfully complete the GLP and the Air Force is unable to utilize me as an active duty JA, I will not be called to EAD but will be called to active duty training for a period of ninety (90) days, then released from active duty and assigned to a Reserve organization. If not called to EAD as a JA, I may request EAD as a line officer (non-JA) through AFROTC channels, if desired. Such a request must be made according to applicable instructions and approval will be contingent on the needs of the Air Force.

12. Enlisted Commissioning Program (ECP) Participant - I understand that if I am pursuing a commission through any of the Air Force's ECPs (including, but not limited to, the Airman Scholarship and Commissioning Program (ASCP), POC Early Release Program (POC-ERP) or Scholarship for Outstanding Airman to ROTC (SOAR)) and my scholarship is terminated or I am removed from the program for any reason, I will not be relieved of my obligations to AFROTC or of my service commitment to the Air Force. Further, at the discretion of the Commander, AFROTC, I may be required to continue training in the AFROTC program, be disenrolled from AFROTC, or either be recalled to active duty in an enlisted status for the maximum duration permitted by law or be required to reimburse the United States for all monies expended on my education to the maximum extent permitted by law. In this event, the decision to call (or recall) me to active duty, pursue recoupment of monies expended on my education, or release me from my obligations under this contract is within the sole discretion of the Commander, AFROTC, or his or her designee.

13. Cadets Receiving Financial Assistance Pursuant to 10 USC 2107

a. I understand that I must remain in active scholarship status until the 45th day after the start of each academic year in order for the Government to be liable for the costs of my tuition and any other fees under this contract. However, the provisions of this contract will remain in effect if I fail to remain in active scholarship status until the 45th day and I will be liable for the costs of my tuition and any other fees due the institution.

b. If I fail to complete the education and training requirements specified or referenced in this contract or if I fail to fulfill any term or condition prescribed by the Secretary of the Air Force (SAF) to protect the interest of the United States, the SAF (or designee) may order me to reimburse the United States for financial assistance expended on my behalf pursuant to 10 USC 2107 without first ordering me to active duty. I understand that the option to order me to active duty or to order me to reimburse the United States for financial assistance paid pursuant to 10 USC 2107 is solely at the discretion of the SAF (or designee) and is not my option.

c. In order to retain my scholarship, I must maintain or exceed the academic and military retention standards prescribed by law and instruction for scholarship retention. I understand that academic retention standards for scholarship retention may be more stringent than retention standards required to remain in the AFROTC program in general.

d. If my scholarship is temporarily inactivated, suspended, or terminated due to my failure to maintain standards prescribed by law and Air Force or AFROTC instruction, I will not be relieved of my obligations to AFROTC and my service commitment to the Air Force, and the provisions of this contract will remain in effect.

e. If the financial assistance to be paid by the Air Force under the terms of this contract does not cover the entire cost of attending the academic institution listed above, I am responsible for the costs above and beyond the financial assistance the Air Force is agreeing to pay. I understand that any subsequent inability to attend the academic institution listed above based upon financial considerations will not release me from the terms of this contract.

f. If I request, and AFROTC grants written approval for me to change my major, and the change makes me ineligible to remain on scholarship status, I will not be relieved of my obligations to AFROTC and the Air Force and the provisions of this contract will remain in effect.

g. First-Year (Freshman) (AS 100 only)

1) I understand that the commitment point after which I may not withdraw or be withdrawn from the program without penalty is the first day of Aerospace Science class of my sophomore year (AS 200). My enrollment in the sophomore year of aerospace science and my attendance at the first Aerospace Science class signifies my understanding and agreement that, if I subsequently fail to complete the commissioning requirements specified in this agreement and am disenrolled from the AFROTC program this may subject me to a call (or recall) to active duty in enlisted status for the maximum duration permitted by law or to recoupment by the Air Force of funds expended on my education to the maximum extent permitted by law. In the event of my disenrollment, the decision to call (or recall) me to active duty, pursue recoupment, or release me from my obligations under this contract is within the sole discretion of the Commander, AFROTC, (or designee). Further, disenrollment from AFROTC may jeopardize any future opportunity I may have to obtain a commission in any United States Armed Forces.

2) I understand that this provision does not apply to me if I am a scholarship student who was active duty enlisted when selected for an AFROTC scholarship and was separated early for accepting the scholarship and am being disenrolled during my freshman year. In that case, I shall have an active duty service commitment equivalent to the time not served on my original enlistment contract when I was separated to accept the AFROTC scholarship. If I am disenrolled as a freshman student with less than one (1) year remaining on my original enlistment contract when separated to accept the AFROTC scholarship, I will be discharged. If discharged, the Air Force will provide me with the opportunity to enlist, if qualified, for a minimum of four (4) years.

3) I understand that if I am activating a 3 Year High School Scholarship (HSSP), I am ineligible for the First-Year (Freshman-AS100 only) Option.


h. I understand that once I enter the Professional Officer Course (POC), I will continue training as a POC cadet at the discretion of the Commander, AFROTC, should my scholarship be terminated.

i. I understand that if I voluntarily, or because of misconduct, or other circumstances within my control, fail to complete the period of active duty specified in this contract, either as an officer or in enlisted status, I will reimburse the United States in an amount that bears the same ratio to the total cost of advanced education provided to me as the unserved portion of active duty bears to the total period of active duty I agreed to serve. Misconduct separation may be initiated by the Air Force in accordance with its governing directives for substandard duty performance, unacceptable conduct, moral or professional dereliction, or in the interest of national security. This includes sentence by court-martial or separation in lieu of trial by court-martial.

j. I understand that if I am directed to reimburse the United States under this contract for financial assistance provided to me pursuant to 10 USC 2107, my indebtedness to the United States under this agreement shall bear interest at the rate equal to the highest rate being paid by the United States on the day on which the reimbursement is determined to be due for securities having maturities of ninety (90) days or less and shall accrue from the day on which I am first notified of the amount due to the United States as a reimbursement under this contract.

k. I understand that a discharge in bankruptcy under Title 11, United States Code, if less than five (5) years after the last day of the specified period of active duty, will not release me from my obligation to reimburse the United States as provided in this contract.

l. Effective FY12, all new scholarship cadets whose scholarship was awarded through the In-College Scholarship Program must major in an academic discipline identified as either "mandatory" or "desired" or a foreign language to qualify for an Air Force Specialty Code as listed in the Air Force Officer Classification Directory. Effective FY13, all scholarship cadets must major in an academic discipline identified as either "mandatory" or "desired" or a foreign language to qualify for an Air Force Specialty Code as listed in the Air Force Officer Classification Directory

m. Effective FY12, all scholarship cadets must successfully complete 4 semester  of a foreign language or 24 credit hours of mathematics or physical science prior to commissioning. Additionally, cadets are required to maintain at least a "C-" or the institutional equivalent in each course.

n. If I activate a 4-year scholarship, I understand that I may be required to complete a training program at an Air Force installation during the summer between my freshman and sophomore years in college. I further understand that if I am selected to attend this training program and I fail to do so or I fail to complete the program in a satisfactory manner, I may be disenrolled from the AFROTC program.

14. **Non-native Speakers of English** - I understand that failure to successfully meet the below-stated English proficiency requirements will have the same effect as the failure to meet any other condition of the contract and will result in disenrollment from the AFROTC program and will make the cadet ineligible for a Reserve commission through the AFROTC program. The English text will govern all disputes arising out of and under the terms of this contract.

a. **Pre-POC Entry Requirements** - I must take and pass the Defense Language Institute (DLI) English Comprehension Level (ECL) examination and demonstrate to interviewers from the DLI a competency comprehending and speaking English as prescribed by Air Force and Air Force ROTC instructional guidance.

b. **Pre-Commissioning Requirements**  
I must pass the Air Force Officer Qualifying Test (AFOQT). Should I fail the AFOQT, not later than ninety (90) days prior to commissioning I must demonstrate to interviewers from the DLI a competency comprehending and speaking English as prescribed by Air Force and Air Force ROTC instructional guidance.

15. **Previously Disenrolled Cadets Reentering AFROTC** - I understand that my reentry into AFROTC, including the signing of a new AFROTC contract, does not relieve me of my obligation to repay any financial assistance I previously received pursuant to Title 10, United States Code, Section 2107. I further understand that, if I successfully complete all commissioning requirements, receive an appointment as an Air Force officer, and complete in its entirety my active duty service commitment as described in paragraph 8, above, I will be relieved of my obligation to repay any financial assistance I received pursuant to Title 10, United States Code, Section 2107, whether that financial assistance was provided pursuant to this contract or during a previous period when I had a contract with AFROTC.

## **PART II - AGREEMENT OF AIR FORCE**

The Department of the Air Force agrees:

1. To pay the cadet a subsistence allowance at the rate and for the period prescribed by law and Air Force instruction; however, such period will not exceed forty (40) months for a maximum of four (4) academic years (or fifty (50) months and five (5) academic years for those cadets enrolled in a 5-year academic program approved by the Secretary of the Air Force) while the cadet is a member of the AFROTC program. Payments will commence on the day the cadet starts instruction under 10 USC 2104 or 10 USC 2107 (whichever applies) and will end upon completion of instruction thereunder or upon termination of membership, whichever occurs first.

2. To pay the cadet, at the rate prescribed for cadets at the United States Air Force Academy, while he or she is traveling to or from or participating in field training under 10 USC 2104(b)(6) or other practical military training as defined in AFROTC instructional guidance which lasts not less than six (6) consecutive calendar days.

3. To ensure that an AFROTC program is available at the academic institution listed above or at an academic institution with which the institution listed above has a cross-town or consortium agreement such that the cadet may receive training to qualify for a commission in the United States Air Force, if such an appointment is offered by the Air Force.

4. For cadet receiving financial assistance pursuant to 10 USC 2107 - To pay the cadet a \_\_\_\_\_  
 (list type of scholarship or incentive), as defined in the applicable AFROTC instruction in effect on the date the cadet signs this contract, provided funds are appropriated by Congress for this purpose, and provided the cadet maintains all retention standards specified in this agreement and remains enrolled in the AFROTC program. The Air Force's obligation to pay scholarship monies will not occur unless the cadet is in active scholarship status 45 days after the start of each academic year. In such case, payment of scholarship monies will be retroactive to the beginning of the term. For those cadets activating a scholarship after the 45th day of an academic term, payment will also be retroactive to the beginning of the term. Payment of scholarship monies for subsequent academic years is conditioned upon funds being appropriated by Congress. This contract shall not obligate the Air Force to pay for anything other than the cost of tuition and any other fees due as authorized by federal statute.

**PART III**

**MODIFICATIONS** - With the advance approval of both parties, this contract may be modified regarding academic major, transfer of academic institution, type of financial assistance being offered by the Air Force, type of officer categorization, date of completion of academic degree, or fiscal year of commissioning by indicating those changes on the attached "Changes Page". Changes to retention standards or training requirements are not modifications of the contract and will apply to the cadet upon publication in an Air Force or AFROTC instruction. As indicated in the terms of this contract, the Air Force reserves the right to inactivate, suspend, or terminate this contract if the cadet fails to maintain retention standards or takes an approved leave of absence from the AFROTC program. Such an action on the part of the Air Force is not a modification to the contract, it is an exercise by the Air Force of its rights under the contract. As such, contract inactivation, suspension, or termination does not require the consent of the cadet.

I have read, completely understand, and agree without reservation to the provisions of this contract.

DATE:	NAME OF APPLICANT (Type or print, last name, first name, MI): Doe, John
SIGNATURE:	SSN:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:

I (Signature) \_\_\_\_\_, parent/legal guardian of \_\_\_\_\_  
 whose signature appears on the foregoing, do hereby consent to the Applicant's entering into this contract.

**FOR THE SECRETARY OF THE AIR FORCE**

DATE:	NAME OF AFROTC UNIT OFFICER REPRESENTATIVE (Type or Print Last Name, First Name, MI, Grade)	SIGNATURE
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